

**ORRICK, HERRINGTON & SUTCLIFFE LLP**

Jonathan P. Guy  
1152 15th Street, N.W.  
Washington, DC 20005-1706  
Telephone: (202) 339-8400

*Counsel for Koch Supply & Trading, LP*

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

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:  
**In re:** : **Chapter 11**  
:  
**Lehman Brothers Holdings Inc., et al.,** : **Case No. 08-13555 (JMP)**  
:  
**Debtors.** : **(Jointly Administered)**  
:  
----- x

**NOTICE OF WITHDRAWAL OF PROOFS OF CLAIM  
OF KOCH SUPPLY & TRADING, LP (CLAIM NOS. 24271 & 24272)**

**TO ALL PARTIES IN INTEREST:**

**PLEASE TAKE NOTICE** that Koch Supply & Trading, LP (“KS&T LP”), by its undersigned attorneys, hereby withdraws (i) its proof of claim against Lehman Brothers Commodity Services Inc., which KS&T LP filed on September 21, 2009, and which is designated as claim number 24271 on the official claims register, and (ii) its proof of claim against Lehman Brothers Holdings Inc., which KS&T LP filed on September 21, 2009, and which is designated as claim number 24272 on the official claims register. True and correct copies of the withdrawn proofs of claim are attached hereto as Exhibit 1.

Dated: November 17, 2011  
Washington, D.C.

ORRICK, HERRINGTON & SUTCLIFFE LLP

By: Jonathan P. Guy

Jonathan P. Guy  
1152 15th Street, N.W.  
Washington, D.C. 20005-1706  
Telephone: (202) 339-8400  
E-mail: [jguy@orrick.com](mailto:jguy@orrick.com)

*Counsel for Koch Supply & Trading, LP*

**EXHIBIT 1**

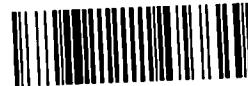
**Withdrawn Proofs of Claim**

**United States Bankruptcy Court/Southern District of New York**

Lehman Brothers Holdings Claims Processing Center  
c/o Epiq Bankruptcy Solutions, LLC  
FDR Station, P.O. Box 5076  
New York, NY 10150-5076

**PROOF OF CLAIM**

Filed: USBC - Southern District of New York  
Lehman Brothers Holdings Inc., Et Al.  
08-13555 (JMP) 0000024271



|   |   |
|---|---|
| In Re:<br>Lehman Brothers Holdings Inc., et al.<br>Debtors.                           | Chapter 11<br>Case No. 08-13555 (JMP)<br>(Jointly Administered) |
| Name of Debtor Against Which Claim is Held<br>Lehman Brothers Commodity Services Inc. | Case No. of Debtor<br>08-13885                                  |

NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503. Additionally, this form should not be used to make a claim for Lehman Programs Securities (See definition on reverse side.)

Name and address of Creditor: (and name and address where notices should be sent if different from Creditor)

Koch Supply & Trading, LP  
c/o John Wingate, Senior Counsel, Koch Companies Public Sector, LLC  
4111 East 37th Street North, Wichita, KS 67220

With a copy to: Jonathan Guy, Orrick Herrington & Sutcliffe LLP  
Columbia Center, 1152 15th Street, N.W., Washington, D.C. 20005

(316) 828-6852

John.Wingate@Kochps.com

Telephone number: Email Address:

Name and address where payment should be sent (if different from above)

Koch Supply & Trading, LP  
c/o Jessica Estes, Accounting Supervisor  
4111 East 37th Street North, Wichita, KS 67220

(316) 828-7724

Jessica.Estes@Kochind.com

Telephone number: Email Address:

**1. Amount of Claim as of Date Case Filed: \$**

See addendum.  
If all or part of your claim is secured, complete Item 4 below; however, if all of your claim is unsecured, do not complete item 4.

If all or part of your claim is entitled to priority, complete Item 5.

If all or part of your claim qualifies as an Administrative Expense under 11 U.S.C. §503(b)(9), complete Item 6.

Check this box if all or part of your claim is based on a Derivative Contract.\*  
 Check this box if all or part of your claim is based on a Guarantee.\*

**\*IF YOUR CLAIM IS BASED ON AMOUNTS OWED PURSUANT TO EITHER A DERIVATIVE CONTRACT OR A GUARANTEE OF A DEBTOR, YOU MUST ALSO LOG ON TO <http://www.lehman-claims.com> AND FOLLOW THE DIRECTIONS TO COMPLETE THE APPLICABLE QUESTIONNAIRE AND UPLOAD SUPPORTING DOCUMENTATION OR YOUR CLAIM WILL BE DISALLOWED.**

Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of interest or additional charges. Attach itemized statement of interest or charges to this form or on <http://www.lehman-claims.com> if claim is a based on a Derivative Contract or Guarantee.

**2. Basis for Claim: Derivative Contracts. See addendum.**

(See instruction #2 on reverse side.)

**3. Last four digits of any number by which creditor identifies debtor: \_\_\_\_\_**3a. Debtor may have scheduled account as: \_\_\_\_\_  
(See instruction #3a on reverse side.)**4. Secured Claim (See instruction #4 on reverse side.)**

Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information.

Nature of property or right of setoff:  Real Estate  Motor Vehicle  Other

Describe: Setoff. See addendum.

Value of Property: \$ \_\_\_\_\_ Annual Interest Rate \_\_\_\_\_ %

Amount of arrearage and other charges as of time case filed included in secured claim, if any:

\$ \_\_\_\_\_ Basis for perfection: \_\_\_\_\_

Amount of Secured Claim: \$ \_\_\_\_\_ Amount Unsecured: \$ \_\_\_\_\_

**6. Amount of Claim that qualifies as an Administrative Expense under 11 U.S.C. §503(b)(9): \$**

(See instruction #6 on reverse side.)

**7. Credits:** The amount of all payments on this claim has been credited for the purpose of making this proof of claim.

**8. Documents:** Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages and security agreements. Attach redacted copies of documents providing evidence of perfection of a security interest. (See definition of "redacted" on reverse side.) If the documents are voluminous, attach a summary.

**DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.**

If the documents are not available, please explain:

Date:  
9/18/09

**Signature:** The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.

Rodger Lindwall, Vice President - Chief Financial Officer

**Penalty for presenting fraudulent claim:** Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

**THIS SPACE IS FOR COURT USE ONLY**

Check this box to indicate that this claim amends a previously filed claim.

**Court Claim Number:** \_\_\_\_\_  
(If known)

Filed on: \_\_\_\_\_

Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.

Check this box if you are the debtor or trustee in this case.

**5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount.**

Specify the priority of the claim:

Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).  
 Wages, salaries or commissions (up to \$10,950), earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(4).  
 Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(5).  
 Up to \$2,425 of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(7).  
 Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8).  
 Other - Specify applicable paragraph of 11 U.S.C. § 507(a)(\_\_\_\_).

**Amount entitled to priority:**

\$ \_\_\_\_\_

**FILED / RECEIVED**

SEP 21 2009

EPIQ BANKRUPTCY SOLUTIONS, LLC

**ADDENDUM TO PROOF OF CLAIM OF KOCH SUPPLY & TRADING, LP  
AGAINST LEHMAN BROTHERS COMMODITY SERVICES INC.**

On October 3, 2008 (the “Petition Date”), Lehman Brothers Commodity Services Inc. (the “Debtor”) filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”). Prior to the Petition Date, the Debtor entered into certain forward contracts and/or swap agreements with Koch Supply & Trading, LP (“KS&T LP”; the contracts, the “LP Contracts”) and its affiliate, Koch Supply & Trading Sàrl (“KS&T Sàrl”; the contracts, the “Sàrl Contracts”).<sup>1</sup> To secure its obligations under the LP Contracts, KS&T LP provided collateral to the Debtor with an aggregate value of approximately \$12,130,000.00. The Debtor’s obligations under the LP Contracts are guaranteed by the Debtor’s affiliate, Lehman Brothers Holdings Inc., which is also a debtor in a bankruptcy case.<sup>2</sup>

The net amount that is due and owing from the Debtor to KS&T Sàrl on account of the Sàrl Contracts is \$2,912,196.94 plus interest due and to be calculated as provided by the Contracts. As security for the Debtor’s obligations under Sàrl Contracts, KS&T Sàrl holds a perfected security interest in collateral of the Debtor with an aggregate value of approximately \$630,000.00. To the extent KS&T Sàrl’s claims exceed the value of the Debtor’s collateral, KS&T Sàrl has assigned these claims to KS&T LP (the “Assignment”).<sup>3</sup> As a result, KS&T LP

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<sup>1</sup> In accordance with this Court’s Order dated July 2, 2009 establishing the deadline and procedures for filing proofs of claim based on derivative contracts, KS&T LP will electronically file documentation evidencing the LP Contracts and the Sàrl Contracts on or before October 22, 2009.

<sup>2</sup> Contemporaneous with the filing of this Proof of Claim, KS&T LP is also filing a proof of claim against Lehman Brothers Holdings Inc. based on the guarantee.

<sup>3</sup> Contemporaneous with the filing of this Proof of Claim, KS&T Sàrl is filing a proof of claim against the Debtor to preserve its rights in the unlikely event that the Assignment is deemed invalid.

has one or more non-contingent claims against the Debtor. No judgment has been rendered, and no payments have been made, on these claims to date.

The net amount that is due and owing between the Debtor and KS&T LP on account of the LP Contracts will be fully determined at a future date. To the extent any amount is due and owing from the Debtor to KS&T LP, KS&T LP has or may have one or more non-contingent claims against the Debtor. No judgment has been rendered, and no payments have been made, on these claims to date. To the extent any amount is due and owing from KS&T LP to the Debtor, KS&T LP reserves the right to exercise all of its setoff rights, among others, including, without limitation, its right to set off claims assigned to KS&T LP in the Assignment.<sup>4</sup>

KS&T LP reserves the right to amend and/or supplement this Proof of Claim at any time and in any manner. KS&T LP specifically reserves the right to amend and/or supplement this Proof of Claim for additional claims that may be based on the same or additional documents and/or information. KS&T LP hereby asserts the following additional claims, to the extent that any such claims exist, as to all of which KS&T LP expressly reserves all rights, notwithstanding anything contained in this Proof of Claim: (a) contingent claims; (b) claims which may be currently in amounts not fully ascertainable but to be later provided if such claims are fixed and/or liquidated; and (c) claims as to interest or other charges in addition to the principal amount of this Proof of Claim. KS&T LP further reserves the right to file additional Proofs of Claim for administrative expenses or other claims entitled to priority.

KS&T LP also reserves the right to exercise any and all of its rights and defenses, whether under the Bankruptcy Code, applicable law, or otherwise, including, without limitation,

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<sup>4</sup> In the unlikely event that the Assignment is deemed invalid, KS&T LP reserves its right to set off amounts due and owing from the Debtor to KS&T Sàrl on account of the Sàrl Contracts.

any rights of setoff, recoupment, contribution and/or indemnification, and all rights under sections 553, 556, 560, and 561 of the Bankruptcy Code. KS&T LP further reserves all rights accruing to it, and the filing of this Proof of Claim is not intended to constitute, and shall not be construed as: (a) an election of remedies; (b) a waiver, release or limitation of any rights of KS&T LP against the Debtor or any other person; (c) a consent to termination of the Debtor's liability to KS&T LP by any particular court, including, without limitation, this Court; (d) a consent to the jurisdiction or venue of any particular court; or (e) a waiver or release of KS&T LP's right to trial by jury, or a consent by KS&T LP to a trial by jury in this Court or any other court.

KS&T LP files this Proof of Claim to preserve its rights as against the Debtor. To the extent any affiliates or subsidiaries of the Debtor are in bankruptcy and are liable for the amounts described herein, this Proof of Claim shall be deemed as filed against such debtors as well. KS&T LP likewise reserves all of its rights as against any affiliates and subsidiaries of the Debtor that are not in bankruptcy.



KOCH COMPANIES PUBLIC SECTOR, LLC  
Legal, Government, Public Affairs

**PAMELA REINKING**  
PARALEGAL

**VIA OVERNIGHT MAIL**

September 18, 2009

Epic Bankruptcy Solutions, LLC  
Attention: Lehman Brothers Holdings Claims Processing  
757 Third Avenue, 3<sup>rd</sup> Floor  
New York, New York 10017

Re: Lehman Brothers Holdings Inc., et al. Bankruptcy Case No. 08-13555 (JMP)  
Proofs of Claim for Koch Financial Corporation, Koch Supply & Trading, LP, Koch Supply &  
Trading Sàrl, and Koch Refining International Pte. Ltd.

Dear Sir or Madam:

Enclosed are original Proofs of Claim which have been executed on behalf of Koch Financial Corporation, Koch Supply & Trading, LP, Koch Supply & Trading Sàrl, and Koch Refining International Pte. Ltd. for filing in the referenced bankruptcy, along with a copy of the same.

Please send acknowledgement of the filing of these claims by returning a file-stamped copy of each to me in the self-addressed, stamped envelope.

Thank you for your assistance in this matter.

Sincerely,

Pamela Reinking

316.828.4783 Tel  
316.828.7979 Fax

4111 E. 37<sup>th</sup> Street North  
Wichita, Kansas 67220  
pamela.reinking@kochps.com

www.kochind.com



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FLINT HILLS  
resources



Georgia-Pacific

KOCH  
INDUSTRIES INC

## 1 From This portion can be removed for Recipient's records.

Date 9-18-09 FedEx Tracking Number 868444817999

RECIPIENT: PEEL HERE

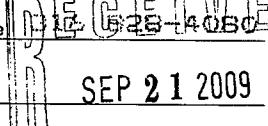
Sender's Name *Daniel R. Bunting* Phone *RECEIVED*

Company WICH INDUSTRIES INC

Address 4111 E 37TH ST N

City WICHITA

State KS ZIP 67220-3203



By \_\_\_\_\_ Dept./Floor/Suite/Room

## 2 Your Internal Billing Reference 2001000094

## 3 To

Recipient's Name *Lehman Brothers*

Holdings Claim Processing

Phone

Company Epic Bankruptcy Solutions, LLC

Recipient's Address 757 Third Avenue 3rd Fl

We cannot deliver to P.O. boxes or P.O. ZIP codes.

Dept./Floor/Suite/Room

Address

To request a package be held at a specific FedEx location, print FedEx address here.

City *New York*State *NY*ZIP *10017*

0396073109



8684 4481 7999

## 4a Express Package Service

 FedEx Priority Overnight  
 Next business morning.\* Friday shipments will be delivered on Monday unless SATURDAY Delivery is selected.

 FedEx Standard Overnight  
 Next business afternoon.\* Saturday Delivery NOT available.

Pat

 FedEx 2Day  
 Second business day.\* Thursday shipments will be delivered on Monday unless SATURDAY Delivery is selected.

 FedEx Express Saver  
 Third business day.\* Saturday Delivery NOT available.

FedEx Envelope rate not available. Minimum charge: One-pound rate.

Par

## 4b Express Freight Service

 FedEx 1Day Freight  
 Next business day.\* Friday shipments will be delivered on Monday unless SATURDAY Delivery is selected.

 FedEx 2Day Freight  
 Second business day.\* Thursday shipments will be delivered on Monday unless SATURDAY Delivery is selected.
Fed  
Third  
Satur

\* Call for Confirmation

## 5 Packaging

 FedEx Envelope\*

 FedEx Pak\*  
 Includes FedEx Small Pak, FedEx Large Pak, and FedEx Sturdy Pak.

 FedEx Box

 FedEx  
Box

## 6 Special Handling

 SATURDAY Delivery  
 Not available for FedEx Standard Overnight, FedEx First Overnight, FedEx Express Saver, or FedEx 3Day Freight.

 HOLD Weekday  
 at FedEx Location  
 Not available for FedEx First Overnight.
HOI  
at F  
Avail  
Over  
to sel

Does this shipment contain dangerous goods?

 No  Yes  
 As per attached Shipper's Declaration.

 Yes  
 Shipper's Declaration not required.

Dangerous goods (including dry ice) cannot be shipped in FedEx packaging.

Dry Ice  
 Dry ice, 9, UN 1845

Cargo

## 7 Payment Bill to:

 Sender  
 Acct. No. in Section 1 will be billed.

 Recipient  Third Party

Enter FedEx Acct. No. or Credit Card No. below.

Credit Card



Total Packages

Total Weight

41 lbs



\*Our liability is limited to \$100 unless you declare a higher value. See the current FedEx Service Guide for details.

## 8 Residential Delivery Signature Options

If you require a signature, check

 No Signature Required  
 Package may be left without damage or signature for delivery. Fee applies.

 Direct Signature  
 Someone at recipient's address may sign for delivery. Fee applies.

 Indirect Signature  
 If no one is available at recipient's address, someone at a neighboring address may sign for delivery. Fee applies.

Rev. Date 10/06 Part #158279©1994-2006 FedEx PRINTED IN U.S.A. SRF

## United States Bankruptcy Court/Southern District of New York

Lehman Brothers Holdings Claims Processing Center  
c/o Epiq Bankruptcy Solutions, LLC  
FDR Station, P.O. Box 5076  
New York, NY 10150-5076

## PROOF OF CLAIM

Filed: USBC - Southern District of New York

Lehman Brothers Holdings Inc., Et Al.

08-13555 (JMP)

0000024272



|   |   |
|---|---|
| In Re:<br>Lehman Brothers Holdings Inc., et al.<br>Debtors.                 | Chapter 11<br>Case No. 08-13555 (JMP)<br>(Jointly Administered) |
| Name of Debtor Against Which Claim is Held<br>Lehman Brothers Holdings Inc. | Case No. of Debtor<br>08-13555                                  |

NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503. Additionally, this form should not be used to make a claim for Lehman Programs Securities (See definition on reverse side.)

Name and address of Creditor: (and name and address where notices should be sent if different from Creditor)

Koch Supply & Trading, LP  
c/o John Wingate, Senior Counsel, Koch Companies Public Sector, LLC  
4111 East 37th Street North, Wichita, KS 67220

With a copy to: Jonathan Guy, Orrick Herrington & Sutcliffe LLP  
Columbia Center, 1152 15th Street, N.W., Washington, D.C. 20005

(316) 828-6852

John.Wingate@Kochps.com

Telephone number:

Email Address:

Name and address where payment should be sent (if different from above)

Koch Supply & Trading, LP  
c/o Jessica Estes, Accounting Supervisor  
4111 East 37th Street North, Wichita, KS 67220

(316) 828-7724

Jessica.Estes@Kochind.com

Telephone number:

Email Address:

Check this box to indicate that this claim amends a previously filed claim.

Court Claim Number: \_\_\_\_\_  
(If known)

Filed on: \_\_\_\_\_

Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.

Check this box if you are the debtor or trustee in this case.

## 1. Amount of Claim as of Date Case Filed: \$ \_\_\_\_\_ See addendum.

If all or part of your claim is secured, complete Item 4 below; however, if all of your claim is unsecured, do not complete item 4.

If all or part of your claim is entitled to priority, complete Item 5.

If all or part of your claim qualifies as an Administrative Expense under 11 U.S.C. §503(b)(9), complete Item 6.

Check this box if all or part of your claim is based on a Derivative Contract.\*

Check this box if all or part of your claim is based on a Guarantee.\*

\*IF YOUR CLAIM IS BASED ON AMOUNTS OWED PURSUANT TO EITHER A DERIVATIVE CONTRACT OR A GUARANTEE OF A DEBTOR, YOU MUST ALSO LOG ON TO <http://www.lehman-claims.com> AND FOLLOW THE DIRECTIONS TO COMPLETE THE APPLICABLE QUESTIONNAIRE AND UPLOAD SUPPORTING DOCUMENTATION OR YOUR CLAIM WILL BE DISALLOWED.

Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of interest or additional charges. Attach itemized statement of interest or charges to this form or on <http://www.lehman-claims.com> if claim is based on a Derivative Contract or Guarantee.

2. Basis for Claim: \_\_\_\_\_ Guarantee. See addendum.  
(See instruction #2 on reverse side.)3. Last four digits of any number by which creditor identifies debtor: \_\_\_\_\_  
3a. Debtor may have scheduled account as: \_\_\_\_\_  
(See instruction #3a on reverse side.)

## 4. Secured Claim (See instruction #4 on reverse side.)

Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information.

Nature of property or right of setoff:  Real Estate  Motor Vehicle  Other

Describe: Setoff. See addendum.

Value of Property: \$ \_\_\_\_\_ Annual Interest Rate \_\_\_\_\_ %

Amount of arrearage and other charges as of time case filed included in secured claim, if any:

\$ \_\_\_\_\_ Basis for perfection: \_\_\_\_\_

Amount of Secured Claim: \$ \_\_\_\_\_ Amount Unsecured: \$ \_\_\_\_\_

6. Amount of Claim that qualifies as an Administrative Expense under 11 U.S.C. §503(b)(9): \$ \_\_\_\_\_  
(See instruction #6 on reverse side.)

## 7. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim.

8. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages and security agreements. Attach redacted copies of documents providing evidence of perfection of a security interest. (See definition of "redacted" on reverse side.) If the documents are voluminous, attach a summary.

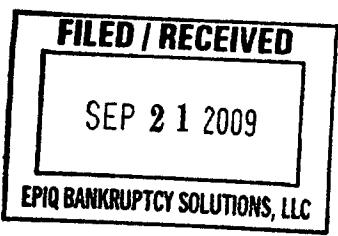
DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.

If the documents are not available, please explain:

Date: 01/18/09 Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.

Roger Lindwall, Vice President - Chief Financial Officer

## FOR COURT USE ONLY



**ADDENDUM TO PROOF OF CLAIM OF KOCH SUPPLY & TRADING, LP  
AGAINST LEHMAN BROTHERS HOLDINGS INC.**

On September 15, 2008 (the “Petition Date”), Lehman Brothers Holdings Inc. (the “Debtor”) filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”). Prior to the Petition Date, the Debtor’s affiliate, Lehman Brothers Commodity Services Inc. (“Lehman Commodity”), entered into certain forward contracts and/or swap agreements with Koch Supply & Trading, LP (“KS&T LP”; the contracts, the “LP Contracts”).<sup>1</sup> To secure its obligations under the LP Contracts, KS&T LP provided collateral to Lehman Commodity with an aggregate value of approximately \$12,130,000.00. Lehman Commodity’s obligations under the LP Contracts are guaranteed by the Debtor (the “Guarantee”).

The net amount that is due and owing between Lehman Commodity and KS&T LP on account of the LP Contracts will be fully determined at a future date. To the extent any amount is due and owing from Lehman Commodity to KS&T LP, KS&T LP has or may have one or more non-contingent claims against the Debtor on account of the Guarantee. No judgment has been rendered, and no payments have been made, on these claims to date.<sup>2</sup>

KS&T LP reserves the right to amend and/or supplement this Proof of Claim at any time and in any manner. KS&T LP specifically reserves the right to amend and/or supplement this Proof of Claim for additional claims that may be based on the same or additional documents

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<sup>1</sup> In accordance with this Court’s Order dated July 2, 2009 establishing the deadline and procedures for filing proofs of claim based on guarantees, KS&T LP will electronically file documentation evidencing the LP Contracts and the Guarantee on or before October 22, 2009.

<sup>2</sup> Contemporaneous with the filing of this Proof of Claim, KS&T LP is also filing a proof of claim against Lehman Commodity.

and/or information. KS&T LP hereby asserts the following additional claims, to the extent that any such claims exist, as to all of which KS&T LP expressly reserves all rights, notwithstanding anything contained in this Proof of Claim: (a) contingent claims; (b) claims which may be currently in amounts not fully ascertainable but to be later provided if such claims are fixed and/or liquidated; and (c) claims as to interest or other charges in addition to the principal amount of this Proof of Claim. KS&T LP further reserves the right to file additional Proofs of Claim for administrative expenses or other claims entitled to priority.

KS&T LP also reserves the right to exercise any and all of its rights and defenses, whether under the Bankruptcy Code, applicable law, or otherwise, including, without limitation, any rights of setoff, recoupment, contribution and/or indemnification, and all rights under sections 553, 556, 560, and 561 of the Bankruptcy Code. KS&T LP further reserves all rights accruing to it, and the filing of this Proof of Claim is not intended to constitute, and shall not be construed as: (a) an election of remedies; (b) a waiver, release or limitation of any rights of KS&T LP against the Debtor or any other person; (c) a consent to termination of the Debtor's liability to KS&T LP by any particular court, including, without limitation, this Court; (d) a consent to the jurisdiction or venue of any particular court; or (e) a waiver or release of KS&T LP's right to trial by jury, or a consent by KS&T LP to a trial by jury in this Court or any other court.

KS&T LP files this Proof of Claim to preserve its rights as against the Debtor. To the extent any affiliates or subsidiaries of the Debtor are in bankruptcy and are liable for the amounts described herein, this Proof of Claim shall be deemed as filed against such debtors as well. KS&T LP likewise reserves all of its rights as against any affiliates and subsidiaries of the Debtor that are not in bankruptcy.



KOCH COMPANIES PUBLIC SECTOR, LLC  
Legal, Government, Public Affairs

**PAMELA REINKING**  
PARALEGAL

**VIA OVERNIGHT MAIL**

September 18, 2009

Epic Bankruptcy Solutions, LLC  
Attention: Lehman Brothers Holdings Claims Processing  
757 Third Avenue, 3<sup>rd</sup> Floor  
New York, New York 10017

Re: Lehman Brothers Holdings Inc., et al. Bankruptcy Case No. 08-13555 (JMP)  
Proofs of Claim for Koch Financial Corporation, Koch Supply & Trading, LP, Koch Supply & Trading Sàrl, and Koch Refining International Pte. Ltd.

Dear Sir or Madam:

Enclosed are original Proofs of Claim which have been executed on behalf of Koch Financial Corporation, Koch Supply & Trading, LP, Koch Supply & Trading Sàrl, and Koch Refining International Pte. Ltd. for filing in the referenced bankruptcy, along with a copy of the same.

Please send acknowledgement of the filing of these claims by returning a file-stamped copy of each to me in the self-addressed, stamped envelope.

Thank you for your assistance in this matter.

Sincerely,

Pamela Reinking

316.828.4783 Tel  
316.828.7979 Fax

4111 E. 37<sup>th</sup> Street North  
Wichita, Kansas 67220  
pamela.reinking@kochps.com

[www.kochind.com](http://www.kochind.com)



**1 From** This portion can be removed for Recipient's records.

Date 9 18 09 FedEx Tracking Number 868444817999

**RECIPIENT: PEEL HERE**

Sender's Name Pamela Rainey

Phone

**RECEIVED**  
10/26/09

Company WICH INDUSTRIES INC

**SEP 21 2009**

Address 4111 E 37TH ST N

By \_\_\_\_\_ Dept/Room/Suite/Room

City WICHITA

State KS

ZIP 67220-3203

**2 Your Internal Billing Reference**

2001000091

**3 To**

Recipient's Name Lehman Brothers

Phone

Holdings Claim Processing

Recipient's Address 757 Third Avenue

Dept/Room/Suite/Room

We cannot deliver to P.O. boxes or P.O. ZIP codes.

Address

To request a package be held at a specific FedEx location, print FedEx address here.

City New York

State NY

ZIP 10017

0396073109



8684 4481 7999

**4a Express Package Service**

FedEx Priority Overnight  
 Next business morning. Friday shipments will be delivered on Monday unless SATURDAY Delivery is selected.

FedEx Standard Overnight  
 Next business afternoon. Saturday Delivery NOT available.

FedEx 2Day  
 Second business day. Thursday shipments will be delivered on Monday unless SATURDAY Delivery is selected.

FedEx Express Saver  
 Third business day. Saturday Delivery NOT available.

FedEx Envelope rate not available. Minimum charge: One-pound rate.

**4b Express Freight Service**

FedEx 1Day Freight\*  
 Next business day\*\* Friday shipments will be delivered on Monday unless SATURDAY Delivery is selected.

FedEx 2Day Freight  
 Second business day. Thursday shipments will be delivered on Monday unless SATURDAY Delivery is selected.

\* Call for Confirmation.

**5 Packaging**

FedEx Envelope\*  
 Includes FedEx Small Pak, FedEx Large Pak, and FedEx Sturdy Pak.

FedEx Box  
 FedEx  
 FedEx  
 FedEx

**6 Special Handling**

SATURDAY Delivery

Not available for FedEx Standard Overnight, FedEx First Overnight, FedEx Express Saver, or FedEx 3Day Freight.

HOLD Weekday  
 at FedEx Location  
Not available for FedEx First Overnight.

HOI  
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 Over  
 to sei

Does this shipment contain dangerous goods?

No  
 Yes  
As per attached  
 Shipper's Declaration.

Yes  
Shipper's Declaration  
 not required.

Dangerous goods (including dry ice) cannot be shipped in FedEx packaging.

Dry Ice  
Dry Ice  
 DryIce, S, UN1845

Cargo

**7 Payment Bill to:**

Sender  
Acct. No. in Section  
 I will be billed.

Recipient  
 Third Party  
 Credit Card



Total Packages

Total Weight

4 Pcs



\*Our liability is limited to \$100 unless you declare a higher value. See the current FedEx Service Guide for details.

**8 Residential Delivery Signature Options**

If you require a signature, ch

No Signature  
 Required  
Recipient may be left  
 message or delivery note  
 and no signature is  
 required.

Direct Signature  
Someone at recipient's  
 address may sign for  
 delivery. Fee applies.

Indirect Signature  
If no one is available at  
 recipient's address, someone  
 at a neighbor's address may  
 sign for delivery. Fee applies.

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